

in the same manner as such penalty; provided always, that if the occupier of such building be not bound by virtue of any lease or other instrument to repair, relataste or secure the premises, then such occupier is hereby entitled to retain out of the rent payable in respect of such premises, all such penalties, costs, charges and expenses as may be incurred by him in the execution of such repairs, relataste or securing, or the repairing or re-erecting the same, as in the case of any other works, the costs of which he is hereby required to pay in the first instance.

*Injury by the Fall of Chimneys, &c.—Compensation.*

43. And be it enacted, with regard to adjoining buildings, so far as relates to the making good any damage arising from the falling down of parts thereof (except any such part of a party-wall as shall belong to and be used conjointly by the owners or occupiers of the buildings parted thereby), that if at any time any injury or damage be caused to any part of an adjoining building, or to the internal decorations and furniture of such building, by the falling down from any other building of any chimney, shaft, chimney-pot, paring, coping, or other thing, then it shall be the duty of the owner of the building from which such part shall fall, and he is hereby bound and required to reimburse the expense to which the owner or occupier may be put in making good such injury or damage, in like manner as herein directed concerning the reimbursement of the expenses of relataste and securing, and such costs as may be incurred by the owner hereinafter directed for the recovery of the costs and expenses of executing works in pursuance of this Act.

*Court of Mayor and Aldermen.*

44. And be it enacted, that all the powers and authorities by this Act vested in the mayor and aldermen of the city of London, may be lawfully exercised by the court of mayor and aldermen of the said city, to be holden in the outer chamber of the Guildhall of the said city, according to the custom of the said city.

*EXPENSES OF WORKS.*

*Repayment of Expenses of Works in certain cases—Recovery of Expense from adjoining Owners—*

*Delay of Payment.*

45. And, for the purpose of reimbursing any building-owner for the expense of works incurred in respect of any party-structure: be it enacted, with regard to the following works, so far as relates to the reimbursement, by the adjoining owner, of expenses incurred by the building-owner, in respect of any party-structure, built to part the buildings or premises belonging to other owners from the buildings or premises belonging to himself: that is to say—first, with regard to any party-wall hereafter built on the line of junction of any two buildings; and, second, with regard to any party-wall hereafter built on the line of junction of any building and any vacant ground, or of vacant premises, belonging to different owners or occupiers; and, third, with regard to a ruinous and defective party-wall pulled down and rebuilt, either with the consent of the adjoining owner, or in pursuance of the condemnation thereof, according to this Act, except a party-wall condemned on account of the injury done thereto by any building-owner, and, fourth, with regard to the pulling down of any other party-wall or party-arch built between interlaminated properties pulled down, either with the consent of the adjoining owner, or in pursuance of the condemnation of such party-wall or party-arch; and, fifth, with regard to any party-wall or party-arch built in lieu thereof; and, sixth, with regard to a new party-wall or party-arch built in lieu of any party-wall or party-arch built between interlaminated properties pulled down, either with the consent of the adjoining owner, or in pursuance of the condemnation of such party-wall or party-arch; and, seventh, with regard to any party-wall built on the site of a party-fence or party-fence-wall, and used otherwise than as a party-fence-wall by the person who shall not have built the same; and, eighth, with regard to every other case of reimbursement, in respect of any party-structure; that if the party-structure be built in the manner, and of the materials, and of the thicknesses of such structure as required by this Act in reference thereto, then it shall be lawful for the building-owner at whose expense such work shall have been executed, to claim, and he is hereby entitled to be paid and to recover from the owner of any adjoining building or ground, the following compensations: that is to say,—if a new party-wall or party-arch built on the line of junction by one owner, be made use of, either wholly or partially, by the adjoining owner, then a sum of money proportionate to the value of so much of such party-structure so made use of; and if chimney-jambes, chimney-breasts and flues have been set up in any party-wall in pursuance of the instructions of the owner of any vacant ground adjoining to the same, then a sum equal to the value thereof; and if an unsound party-wall or other party-structure be pulled down and rebuilt, then a sum of money equal to a proper proportion of the value of the new party-structure, deduction being made for a due proportion of the old materials, and also a proportionate part of all expenses which shall be necessary for pulling down the old party-structure, in lieu of which such new party-structure shall be built; and if a party-wall be built in lieu of a timber partition or other party-structure, and be made use of by the adjoining owner, then a sum of money proportionate to the value of so much of such new party-wall as shall be so made use of; and also a proportionate part of all expenses which shall be necessary for pulling down the old timber partition or other party-structure; and if a party-wall or party-arch already built, or hereafter rebuilt, be used by an adjoining owner, then a sum of money proportionate to the value of so much of such party-structure, as shall be so used by the adjoining owner shall use, deduction being made, where proper, for the value of old materials; and, in every case, the whole of the reasonable expenses of the shoring up the adjoining building, and of removing any goods, furniture or other things therein, and of pulling down any wainscot or partition thereof; and also such surveyor's fees and any other fees payable in respect of any acts performed by the official referees; and also, such other costs (if any) as may have been awarded by the official referees as aforesaid, in any of the cases hereby provided for; and until such expenses shall be so paid, every person at whose expense such party-structure shall have been built is hereby entitled to and shall be possessed of the sole property thereof, and of the ground whereon it stands, and the same shall be vested entirely in the person at whose expense such party-structure shall have been built.

*Recovery of Costs of Buildings—Account—Date of Account—Examination of Accounts by Official Referees—Disapproval—Approval and Demand of Payment—Recovery of Amount.*

46. And be it enacted, with regard to the costs of all the works which shall be executed under this Act, incurred either by an owner or by an occupier, on behalf of the owner of adjoining premises, or on behalf of the owner of the same premises, so far as relates to the recovery thereof, that within twenty-one days after the completion of the work, it shall be the duty of the person by whom such works shall have been incurred, to deliver to the adjoining owner of the building or premises in respect of which such expenses shall have been incurred, an account in writing of the expenses of the work, including all preliminary and incidental operations; and also if the work shall have been executed by the authority of the official referees, by virtue of the power hereby provided for supplying the want of consent of owners, then a copy of such account shall also be delivered to the official referees at their office; and that every such account must contain a true account,—First, Of the number of rods and parts of rods of brick-work, and of all digging, and of concrete, stone-work and other requisite materials, and of the labour required in executing so much of the work as the owner of the adjoining building shall be liable to pay, and of the respective prices thereof; and, Secondly, Of any deduction which such adjoining owner shall be entitled to make therefrom on account of the old materials of so much of the wall or other structure pulled down, which shall have belonged to him; and also a true account of the expenses of all other preliminary and incidental operations; and that all such works must be estimated and valued, in every such account, at such rates and prices as shall from time to time be fixed by the official referees; and that if within ten days from the delivery of such account, the party dissatisfied with the proportion of the amount thereof charged to him, appeal to the official referees, then upon the receipt thereof, or if, in cases of want of due consent as aforesaid, such account be delivered to the official referees as aforesaid, it shall be the duty of the official referees to examine such account, and to certify whether they approve or disapprove of the items thereof, and whether the rates and prices are duly charged, and whether the proportion of the account charged to the party appealing be duly charged, and also to appoint how and by whom the expenses of such examination are to be borne, and also to appoint the time or times at which the amount of such account, and of such expenses payable by any party, are to be paid; and that if they certify their disapproval, or that the charges are not duly made, or the amount fairly exaggerated with regard to the party appealing, then before any demand be made, and proceedings be taken thereon, the account must be amended, and again examined by the official referees, and certified as aforesaid; and that if the official referees certify their approval, then at the time or times appointed by the said official referees, it shall be lawful for the person entitled to such costs and expenses to demand the amount thereof; and that if within ten days after the delivering of such account to the party liable to pay the same, such party do not either appeal against such account or pay the same; or if, within ten days after the demand thereof, in conformity with the certificate of the official referees, the amount thereof, together with the costs of the examination of the account as the official referees shall certify, be not paid; then it shall be lawful for the person entitled thereto to recover the same, or so much thereof as shall be due, by the summary proceeding hereby provided.

*Reimbursement of Costs of Works to Occupiers—Discharge and Repayment.*

47. Provided always, and be it enacted, with regard to works executed under this Act, so far as relates to the reimbursement to the occupier of any costs by him paid in respect thereof, that, unless there be some express agreement to the contrary between the parties, it shall be lawful for such occupier and he is hereby entitled to deduct from the rent due or becoming due from him to his lessor or landlord, the amount of any such costs, charges and expenses payable by his lessor or landlord, and the costs, charges and expenses of any distress and sale made on him through the default of his lessor or landlord; and that the receipt for such payment shall be a sufficient discharge to any occupier for so much money as he shall have so paid, or which shall have been so levied on his goods and chattels in pursuance of